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FILED

FEB 25 2008

RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

Alexis Mager Lakusta,

Debtor, Appellee

v.

MARK H. EVANS, CHICAGO TITLE
COMPANY, SHARON E. LAFOUNTAIN,
DAVID A. BOONE, OLD LA HONDA
PROPERTIES, LLC,

Defendants, Appellees

) C-07-03085 SBA

) Bankruptcy Court No. 02-31521

) **QUESTIONS TO BE PRESENTED**
) **ON APPEAL TO THE NINTH**
) **CIRCUIT COURT IN APPEAL**
) **FROM ORDER OF JUDGE**
) **SAUNDRA BROWN ARMSTRONG**
) **AFFIRMING ORDER DENYING**
) **DEBTOR'S MOTION FOR**
) **ABANDONMENT**

Appellant Alexis Lakusta would like the Court to address these issues in
this appeal:

1. Judge Carlson finds that appellant Alexis Lakusta conveyed two of his
real properties to defendant Mark Evans in April, 2002, without stating
any basis for his conclusion and in the complete absence of so much as
a single evidentiary hearing on the central issue of this case. All other
questions to be addressed in this case are but corollaries of this issue.
As a matter of California law, did Lakusta convey his residence at 633

QUESTIONS TO BE PRESENTED ON APPEAL FROM ORDER OF JUDGE
SAUNDRA BROWN ARMSTRONG AFFIRMING ORDER DENYING DEBTOR'S
MOTION FOR ABANDONMENT - 1

1 Old La Honda Road in Woodside and his forest land at 548 Old La Honda
2 Road to defendant Mark Evans in April, 2002?

3 2. In approving a compromise, as part of his duty to protect the bankruptcy
4 estate, a bankruptcy judge may not "rubberstamp" a proposal but
5 "must make findings and explain his reasoning sufficiently to show that
6 he examined proper factors and made an informed and independent
7 judgment." On August 19, 2002 Judge Carlson approved the July 18,
8 2002 agreement signed by Mark Evans and Alexis Lakusta. The record
9 suggests the judge did not make an informed and independent
10 assessment before approving the proposal. Did Judge Carlson abuse his
11 discretion?

12 3. Judge Carlson authorized Chapter 7 Trustee Charles Sims to abandon
13 the estate's "right, title and interest" in 633 Old La Honda Road on
14 March 27, 2003. Abandonment in a bankruptcy case is nunc pro tunc.
15 Subsequently a stipulated dismissal of Lakusta's adversary proceeding
16 against Evans was entered into between Evans and Trustee Sims, by
17 their respective counsel, and ordered by Judge Carlson on June 18,
18 2003. Is the dismissal of Lakusta's adversary proceeding void and of no
19 effect in the absence of either Lakusta's or his counsel's signature?

20 4. The agreement signed by Mark Evans and Alexis Lakusta on July 18,
21 2002 is in the form a logical fallacy commonly known as an "appeal to
22 ignorance." The only inducement offered by Evans was the possible
23 return (at Evans' discretion) of the portrait of Lakusta's deceased mother
24 and other property stolen from Lakusta during Evans' burglaries of
25 Lakusta's homes on June 6, 2002. Is the agreement a contract under

1 California law?

- 2 5. Is the judgment issued by Judge Carlson on June 8, 2005 – ruling that
3 the July 18, 2002 agreement is enforceable – completely void and not
4 entitled to recognition in any court, based upon a denial of due process
5 of law and upon extrinsic fraud by officers of the court?
- 6 6. Are the terms of Judge Carlson's order being appealed from – providing
7 that the claims of Lakusta's bankruptcy estate not be abandoned to him
8 upon the closing of his bankruptcy case – both prejudicial and a violation
9 of Lakusta's substantive due process rights?
- 10 7. Did defendant Evans and his attorneys/agents perpetrate an overarching
11 fraud on the court and a fraud on the creditors of the Lakusta bankruptcy
12 estate, thereby rendering Judge Carlson's ORDER DENYING DEBTOR'S
13 MOTON FOR ABANDONMENT, and Judge Armstrong's order affirming
14 that order, entirely void and not entitled to recognition in any court?

15
16 Respectfully Submitted,

17 Dated: February 21, 2008

Alexis Mager Lakusta
18 Alexis Mager Lakusta
19 Appellant, pro se
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PROOF OF SERVICE BY MAIL

Case Name: Alexis Mager Lakusta v. Mark H. Evans, et al.

Case Number C-07-03085 SBA

Seems Gore declares:

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**QUESTIONS TO BE PRESENTED ON APPEAL TO THE NINTH CIRCUIT
COURT IN APPEAL FROM ORDER OF JUDGE SAUNDRA BROWN
ARMSTRONG AFFIRMING ORDER DENYING DEBTOR'S MOTION FOR
ABANDONMENT**

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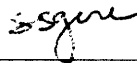
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DATED: February 21, 2008



Seema Gore